

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Invitation to BidSolicitation Number: **LK3916**Due Date: **04/01/03 at 2:00 PM**

Date Sent: March 11, 2003

Statewide Contract

Goods and services to be

AUTO BODY REPAIRS**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person	
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u> The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____			
Offeror's Authorized Representative's Signature		Print or type name and title	Date
State of Utah Division of Purchasing Approval		Date	Contract Number
Douglas G. Richins, Director			

**STATE OF UTAH
DIVISION OF PURCHASING**

Invitation to Bid

Solicitation Number: LK3916

Due Date: 04/01/03@2:00PM

Vendor Name:

STATEWIDE CONTRACT FOR AUTO BODY REPAIRS PER ATTACHED SPECIFICATIONS & BID SHEET.

THIS WILL BE A THREE (3) YEAR CONTRACT WITH TWO (2) ONE YEAR RENEWALS OPTIONS.

TOTAL YEARLY USAGE APPROXIMATELY: \$ 450,000.00

FOR ADDITIONAL INFORMATION OR CLARIFICATION PLEASE CALL LEO KOOPMANS AT 801-538-3707.

YOU MUST BID ON OUR FORMS FOR BID TO BE CONSIDERED.

Ship To: VARIOUS LOCATIONS

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one) Q Small package/Ground Q LTL(Less than truck load) Q Truckload Q Air Q Other (Please specify) NMFC Class # _____ NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by

DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964

Standard Contract Terms and Conditions
State of Utah, Statewide Contracts
ATTACHMENT A (Invitation for Bids)

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. LAWS AND REGULATIONS: Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.

4. RECORDS ADMINISTRATION: The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

5. AUDIT OF RECORDS: The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

6. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the state of Utah to any officer or employee of the state or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

7. INDEPENDENT CONTRACTOR: Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the State to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the State. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State will not be deemed to be employees or agents of the Contractor.

8. HOLD HARMLESS: The Contractor will release, protect, indemnify and hold the State and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

9. EQUAL OPPORTUNITY CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

11. AMENDMENTS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

12. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.

13. CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled without cause by the State upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.

14. TAXES: Bid prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The State does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices bid will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM BID PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this bid will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The state contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices on file with the Division of Purchasing. The State has the right to adjust any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) APurchasing Card.® All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.

27. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the

circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future bid solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the bid the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

35. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

36. CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

37. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the state of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Revision date: 3/14/2002

SPECIFICATIONS ON CALL FOR BIDS FOR: AUTO BODY REPAIR

Quantity of material and delivery point: To perform AUTO BODY REPAIR SERVICE on State owned trucks, cars, and equipment on an as needed basis at the Contractor's place of business.

1.0 INTENT:

The intent of this call for bids is to establish an annual contract with a minimum of eight auto body repair shops. The work assignment to the successful bidder(s) will be based on a rotating repair list and may be assigned on a geographic basis, where appropriate. The rotating list will be in alphabetical order and each vendor will be assigned the next repair in the order in which they occur. Scheduling conflicts arising with vendors on the list regarding the work assignment of body repair services will be at the State's discretion. There may be a separate list for cars and light truck painting and repair, and heavy truck painting and repair. Bidders may bid on either or both components of this bid serial.

2.0. TECHNICAL SPECIFICATIONS:

2.1 JOB ASSIGNMENT:

Vehicles to be repaired will be assigned on an rotating/area basis. If for some reason a Contractor is unable to accept a vehicle for repair, it will be given to the next Contractor on the list.

2.2 NOTIFICATION:

The Fleet Services Representative will notify a Contractor that he has a vehicle needing repairs and the Contractor will pick-up the vehicle within 24 hours. After 24 hours the next contractor will be assigned.

2.3 ESTIMATE:

Where possible, the Utah State Division of Risk Management adjusters will provide the initial estimate for the Contractor to begin vehicle repairs. In the event the Contractor feels that the estimate is in error or contains hidden and unseen damage was not covered in the initial estimate the Contractor shall write an supplemental estimate to repair the vehicle damage not covered. This estimate shall be in accordance with his bid price for parts and labor (due within 8 hours after vehicle pick-up). The estimate shall indicate labor and/or parts cost by component. If the estimate is over \$500.00, the Contractor must contact Risk Management appraiser, or the Fleet Services representative to inspect the vehicle damage. Contractor shall call the Fleet Services Representative and notify him/her of the amount of the estimate and mail or fax him/her a copy.

2.4 ESTIMATE APPROVAL:

The Fleet Services Representative may approve the estimate if damages are under \$500.00. If over \$500.00, the State appraiser must inspect the vehicle and negotiate a final price. The appraiser shall inform the Fleet Services Representative of the final estimate and the Fleet Services Representative shall approve or disapprove. On vehicles that "total out", a written statement of total loss shall be furnished to fleet Services to include all pertinent accident and financial information and disposition of vehicle.

2.5 HIDDEN DAMAGE:

During the course of repair, if additional damage is found which was not included in original estimate, the appraiser must inspect and approve the additional repairs. A revised estimate shall

then be made by the Contractor and sent to the Risk Management Department . Risk management is responsible for the approval and payment of all hidden damage found after the work is assigned. ALL SUPPLEMENTAL REPAIR AUTHORIZATION AND DISBURSEMENTS WILL BE AUTHORIZED AND HANDLED BY RISK MANAGEMENT.

2.6 DELIVERY AND APPROVAL :

The vehicle shall be delivered to the Fleet Services Representative by the Owner/Manager of someone who has the knowledge experience in order to review and discuss the quality and completeness of repairs with the Fleet Services representation. When the work is accepted, the invoice shall be signed by authorized Fleet services personnel, dated and sent to Risk Management for payment.

2.7 EMERGENCY WORK

Contractor agrees to accept such work as may be determined by the state as an emergency and so declared . The Contractor further agrees to give such emergency work priority over all other work in the Contractor's shop. Emergencies will be justified only on vehicles used regularly in Public Safety emergency work or in providing, for the safety , health or welfare of the general public. Fleet Services will designate those vehicles as emergency vehicles prior to the Contractor submitting an estimate. If the Contractor cannot perform expeditious work on emergency vehicles, the next Contractor on the rotating list will be approached.

2.8 CONTRACTOR'S APPRAISALS

In the event Risk Management is unable to provide an estimate for the repair, the Fleet services representative will request estimates from several of the contractors on the list. The Contractor, in submitting his bid, agrees to charge for his services at the actual hourly rates shown by him in this invitation and shall not be governed by a predetermined manual rates that may be customarily or otherwise used in calculating charges for work performed. The fleet Services and Risk Management representatives will compare each of the Contractor's appraisals. The appraisal with the lower dollar figure will be the one used for repair.

2.9 CONTRACTOR SITES

The Contractor shall have the following equipment on their repair site:

- 2.9.1 The contractor shall have a paint booth that is in legal compliance with all applicable laws. The total facility shall conform to all applicable local, city, State and federal codes, no exceptions.
- 2.9.2 The Contractor shall have uni-body dedicated bench system at the repair facility. The Contractor shall have adequately trained personnel to use the uni-body bench system. The bench system shall be capable of making multiple body and structural pulls for straightening. This shall not be necessary for vendors that bid the truck body repair group.
- 2.9.3 The Contractor shall have general auto body and/or truck repair equipment at the repair facility, depending on which group of vehicle body repairs are bid.
- 2.9.4 The Contractor shall either own an Air Conditioning Freon recycling and charging station and have employees certified to use this equipment or agree to have this sublet to

a repair Facility who has the equipment and certified employees. This equipment shall meet all state and federal requirements for Freon recycling.

- 2.9.5 The Contractor shall agree to perform, or sublet, all vehicles in need of re-alignment. This shall be a thrust alignment for frame vehicles and four wheel alignment for uni-body vehicles. A printout of the readings after the alignment shall be provided with each repair order, no exceptions. If this work is sublet the Contractor shall provide the sublet vendor that performed the alignment work. The personnel shall be qualified to perform alignment work.
- 2.9.6 The Contractor shall have Mig or other electric spot welding equipment for body welding. Gas welding is not acceptable, no exceptions. The Contractor shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The Contractor is to replace any vehicle on board computers damaged by not disconnecting the computers before any welding operations.
- 2.10 The Contractor shall state in the repair estimate, the total turn around time for the repairs in the estimate.
- 2.11 The Contractor shall provide a written warranty of not less than one year, no exceptions. The Contractor shall guarantee the reliability and the accuracy of the sublet repairs just as if the work was done in house. The Contractor shall supply sublet documentation when repairs are sublet.
- 2.12 Quality of parts shall be O.E.M., no exceptions. New parts shall be used unless authorized in writing. The Contractor shall agree to replace vehicle's structural components with original factory components only and to supply proof of purchase of said parts. The Contractor must retain replaced parts for inspection. Failure to notify Fleet Services of substitution of a used part, where the appraisal calls for a new part may be cause for termination of the contract.
- 2.13 The Contractor shall guarantee that all structural procedures performed will return the vehicle to manufacturer's specifications and must be willing to demonstrate the ability to do so. The Contractor shall agree to perform any repairs according to the vehicle's factory recommended repair techniques. If no repair techniques are recommended, then I-CAR (Inter-Industry Conference on Automotive Collision Repair) repair procedures are to be used.
- 2.14 The Contractors body repair facility shall be I-CAR certified, except heavy truck shops, no other exceptions. Certification documentation shall be provided with the bid.
- 2.16 The Contractor shall agree to apply painting materials according to the manufacturer's recommended procedures and to apply material that will provide, at minimum, equal longevity compared to the original paint and procedures.
- 2.17 All installations and fabrications are subject to Fleet Services quality control inspection. There shall be no additional charges accepted for vendor comeback due to poor quality work. Only high quality work will be accepted for final payment.
- 2.18 The vehicle must be stored in a secured storage area or a building and the vehicle must be locked at all times when not being serviced.
- 2.19 The bidder further agrees to allow a complete shop inspection by appropriate officials to determine the bidder's ability to perform and inspect the Contractor's work under a resulting agreement prior to making of award. Failure to meet requirements will be just cause for State to reject the bid from the Contractor in its entirety.

- 2.20 References are to be considered a part of this invitation, and should be completed and attached to any bid submitted. Failure to submit references will result in that bid being disqualified consideration of award.

3.0 SUPPORTIVE SPECIFICATIONS:

3.1 CONTRACT LENGTH:

This call for bids is for awarding a purchasing contract to cover a three (3) year period with provisions that either party may cancel the purchasing portion of the contract without prejudice on 30 days' written notice. This provision in no way affects transactions which are in progress and covered purchase orders at the time of the cancellation of the purchasing provisions of this bid.

3.2 ESCALATION:

Requests for price adjustments must be submitted thirty (30) days prior to the annual renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the CPI per contract year and must be approved by the Fleet Services.

3.3 OPTION TO EXTEND:

The State may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by The fleet Services of the State's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.4 DEFAULT:

Non-performance of the bidder in terms of specification shall be a basis for termination of the contract by the State. Cancellation by the State may be made upon 7 days' written notice to the successful bidder. The State shall not pay for any materials which is unsatisfactory. The bidder may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Either party may terminate the resultant agreement for convenience by providing sixty (60) calendar days advance notice to the other party.

3.6 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be only after it is deemed by the State, that the vendor has failed to remedy the problem after being forewarned.

3.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The agreement is not intended to constitute, create, give to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor (s) in the performance of obligations under the agreement are considered to be State employees, and that no rights of State civil service,

retirement of personnel rules accrue to such persons. The Contractor (s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the State harmless with respect thereto.

3.8 INDEMNIFICATION:

The Contractor agrees to indemnify and save harmless the State, its officers, agent and employees, hereinafter referred to as indemnitee, from all suites, including attorneys' fees and costs of litigation, actions, loss damage, expense, cost or claims, of any character or on account of any act, claim, or amount arising or recovered under Workmen's law, or arising out of failure of the Contractor of those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnitee shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatever.

3.9 INSURANCE REQUIREMENTS:

The successful bidder will agree to carry all insurance which may be required by Federal and State laws, State and City ordinances, charters, regulations, and codes. Concurrent with the execution of the contract for services the successful bidder will furnish the State the following Certificates of Insurance. Certificates shall be issued by an insurance company authorized by the Insurance Department to transact business in the State of Utah. All certificates shall be subject to the approval of Risk Management. All certificates of insurance shall be identified with bid serial number and title. The bidder/contractor shall name ... as additional insured on all insurance policies and further, no policy shall expire, be canceled or materially changed to effect coverage available to the State without thirty(30) days written notice to the State.

3.9.1 **Liability Insurance:** A certificate of insurance evidencing insurance coverage for General Liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of at least \$1,000,000 for Bodily Injury, Property Damage and Personal Injury.

3.9.2 **Worker's Compensation and Employer's Liability:** A certificate of Insurance evidencing statutory coverage for Worker's Compensation coverage, Injury and a limit of liability of \$1,000,000 for Employer's Liability, or a letter of certification from the Industrial Commission that the vendor is an authorized self insurer.

3.9.3 **Errors and Omission Policy:** The Contractor selected must provide proof of their possession of an "Error and Omission Insurance Policy", in effect for the amount of \$500,000 which shall be maintained during the term of the contract.

3.9.4 **Garage Liability including Garage Keepers Legal Liability:** A certificate of evidencing coverage with a minimum limit of \$100,000 and to include loss of use of State operated vehicle (s).

3.10 CHANGES:

The State may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

3.11 ADDITIONS/DELETIONS OF SERVICE:

requirement The State reserves the right to add and/or delete services to this contract. Should a service
reduced be deleted, payment to the Contractor will be reduced proportionally, to the amount of service
in accordance with the bid price. Should additional services be required from this contract, prices
For such additions will be negotiated between the Vendor and the state.

3.12 INCORPORATION OF BID INTO THE CONTRACT:

The contents of this bid and the selected firm's response are to be incorporated, in total, into the contract.

3.13 AMENDMENTS:

All amendments to this contract must be in writing and signed by both parties.

3.14 CONTRACT COMPLIANCE MONITORING:

The Fleet Services shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the State all records and accounts relating to the work performed or the services provided in this Contract.

3.15 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the State of Utah.

3.16 NON-DISCRIMINATION:

The Contractor in the performance of this contract will not discriminate against any employee for employment based on race, religion, sex, or national origin.

3.17 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit State inspection of personnel records to verify such compliance.~

3.18 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.

3.19 COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of security business. For breach

of violation of this warranty, the State shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3.20 SUBCONTRACTING ASSIGNMENT:

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the State.

3.21 FINANCIAL RESPONSIBILITY STATEMENT:

All bidders shall make available upon request a current Audited Financial Statement or a current Audited Financial Report, or a copy of a current Federal Income Tax Return.

3.22 REFERENCES:

Vendors must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts.

3.23 DISPUTE RESOLUTION PROCESS:

Any bid dispute that arises from this solicitation process will be handled in accordance to the State of Utah purchasing policies and procedure guidelines set forth.

3.24 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to State property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or subcontractors.

3.25 CONTRACTOR LICENSE REQUIREMENT:

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

3.26 GUARANTEE:

The successful bidder must guarantee his product against any defect in workmanship or materials. Failure to comply with this requirement shall result in immediate return of the merchandise at the expense of the bidder for prompt replacement with merchandise meeting the standards listed herein. Should the bidder not meet this condition, the State shall obtain its requirements on the open market and the Contractor shall be obligated to assume excess costs, if applicable.

3.27 LIQUIDATED DAMAGES:

The State may deduct as liquidated damages from any money due to accrued by the bidder, the difference between the bidder's price and the cost to the State, to obtain the required material.

3.28 INVOICING:

When final repairs are completed an invoice shall be made out by the Contractor. All labor hours and cost by component or area of repair, and all parts by component or part and cost, all in accordance with the Contractor's bid and the final estimate. A State representative signed invoice inspecting completed auto body repair work must accompany each delivery of the repaired vehicle.

3.29 INCURRING COSTS:

The State of Utah is not responsible for any costs incurred in preparing this bid, including the acquisition of supplies and/or personnel until a contract is awarded by the State.

3.30 CONFORMANCE TO THE STATE PROCUREMENT CODE:

If any bidder believes that any aspect of this solicitation is inequitable or impractical of performance, they will proceed in accordance with the State of Utah Procurement Code, to secure an administrative determination on this point.

3.31 EVALUATION CRITERIA:

The evaluation of this bid will be based on but not limited to the following:

- 3.31.1 Compliance with specifications
- 3.31.2 Cost
- 3.31.3 Contractor performance history, including references
- 3.31.4 Size, location and capacity of Contractors shops
- 3.31.5 Financial stability and Contractor
- 3.31.6 Ancillary and optional service offered
- 3.31.7 Inspection of Contractors work and repair facility
- 3.31.8 Equipment
- 3.31.9 Experience with fleet vehicles

3.32 ACCEPTANCE:

All parts shall be supplied as new. Contractor shall use O.E.M. Mechanical parts, unless otherwise approved by the Fleet Services Representative. Sheet metal parts may be O.E.M. , State approved after market, or State approved recycled/used and will be noted as such on estimate and invoice. Date of acceptance will correspond to date of written notice to Contractor that acceptance conditions have been met. A ninety (90) day warranty shall be initiated by Contractor on acceptance date.

3.33 AWARD:

The State reserves the right to award in whole or in part, by time, group of items, by geographic area or by section where such action serves the State's best interest. The award will be based on three major criteria. 1) Hourly shop rate, 2) Parts mark up, and 3) Past work performance. Other factors may also be considered in the award process.

HOURLY RATE=	PART MARK UP =	HAVE YOU COMPLETED WORK FOR THE STATE?
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